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I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



After recording, please return to:
Peggy Hawker, City Recorder
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
541.574.0613

AFTER RECORDING RETURN TO:
CITY OF NEWPORT
169 SW COAST HIGHWAY
NEWPORT, OR 97365

EASEMENT AGREEMENT

1. PARTIES:

Name Warren Lee Schröder
Address 635 NW 34th Street, hereinafter referred to as "Grantor".
Corvallis, OR 97330

CITY OF NEWPORT, an Oregon Municipal Corporation, 169 SW Coast Highway, Newport, Oregon, 97365, hereinafter referred to as "Grantee".

2. AFFECTED PROPERTY:

Grantor is currently the owner of the following described real property (property) located in Lincoln County, Oregon at:

2822 SW Brant St; Tax Lot 11-11-17-BD-03100-00, South Beach, Oregon 97366

3. GRANT OF EASEMENT:

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a Roadway Slope Easement upon a portion of Grantor's property as shown in the map attached as EXHIBIT "A", which is incorporated herein.

4. STATEMENT OF PURPOSE:

The easement described above shall be used to construct and maintain an earth cut/fill slope (slope) supporting the adjacent street improvements and for unrestricted ingress and egress to Grantor's property for the purpose of maintaining the earth cut/fill slope and all related facilities.

5. TYPE OF EASEMENT:

The easement described above shall be non-exclusive except that Grantee shall have the exclusive right to construct and maintain an earth cut/fill slope and all related facilities within the easement. Grantor may use the surface of the easement provided such use does not interfere with Grantee's rights contained in this easement. Grantor shall not permit any other use or utilities to be located in the easement without the written consent of Grantee. Approved uses within the easement area shall consist of, but are not limited to, paved driveway or parking areas, trails, paths, or other uses that will not affect the ability of the City to access the slope area. Prohibited uses shall consist of, but are not limited to, buildings, structures, or any excavation or alteration of the earth slope. Placement of additional fill abutting the slope is acceptable. The easement shall perpetually encumber the property.

6. MAINTENANCE:

Grantee shall be responsible for the maintenance of the earth cut/fill slope supporting the adjacent street improvements located within the easement. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property.

7. INDEMNIFICATION:

The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the slope, or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill its maintenance obligations as set forth in Paragraph 6 above.

8. REMEDIES:

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

9. BINDING EFFECT ON SUCCESSOR INTERESTS:

The terms, conditions and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

10. ATTORNEY FEE:

In case suit or action is instituted in connection with this agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

DATED this 28th day of January, 2016.

GRANTOR:

By: [Signature]

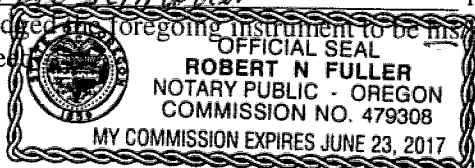
STATE OF Oregon)
) ss.
County of Lincoln)

GRANTEE:

By: [Signature]

City Manager
CITY OF NEWPORT

Personally appeared before me this 28th day of January, 2016,
Warren Lee Schroeder for , and
acknowledged the foregoing instrument to be his/her and 's voluntary
act and deed.



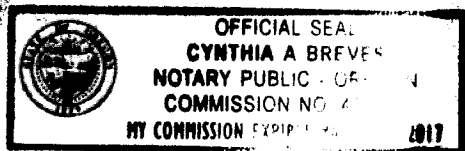
By: [Signature]

Notary Public for:

My Commission expires: 6/23/2017

STATE OF OREGON)
) ss.
County of Lincoln)

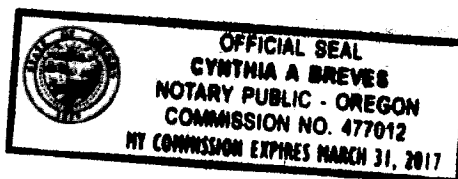
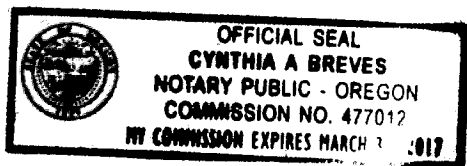
Personally appeared before me this 28 day of January, 2016,
Spencer R. Nebel, City Manager for the CITY OF NEWPORT and acknowledged the
foregoing instrument to be his/her and the CITY OF NEWPORT's voluntary act and deed, and accepted
the easement on behalf of the CITY OF NEWPORT.

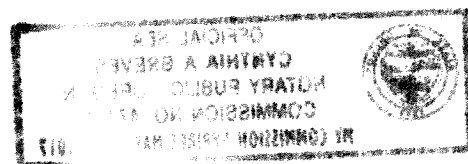
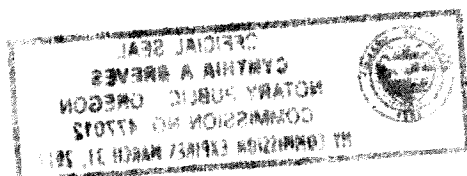
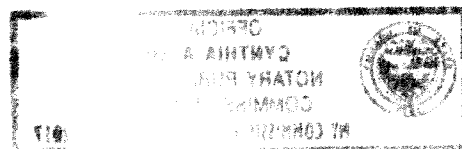


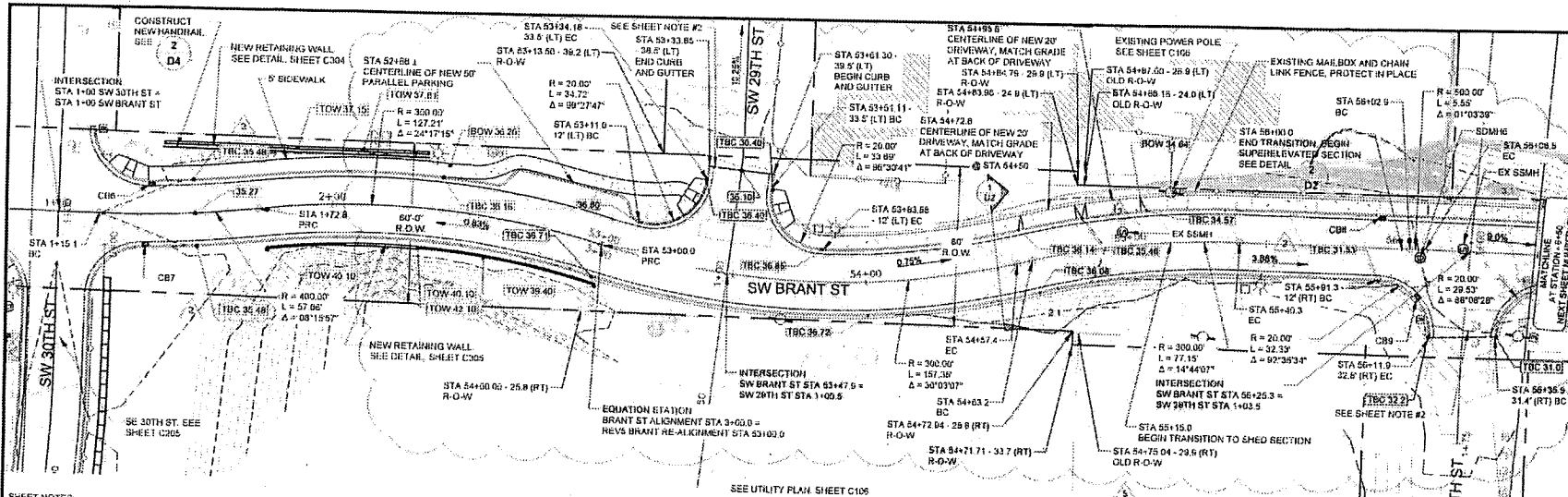
By: [Signature]

Notary Public for Oregon

My Commission Expires: March 31, 2017







SHEET NOTES:

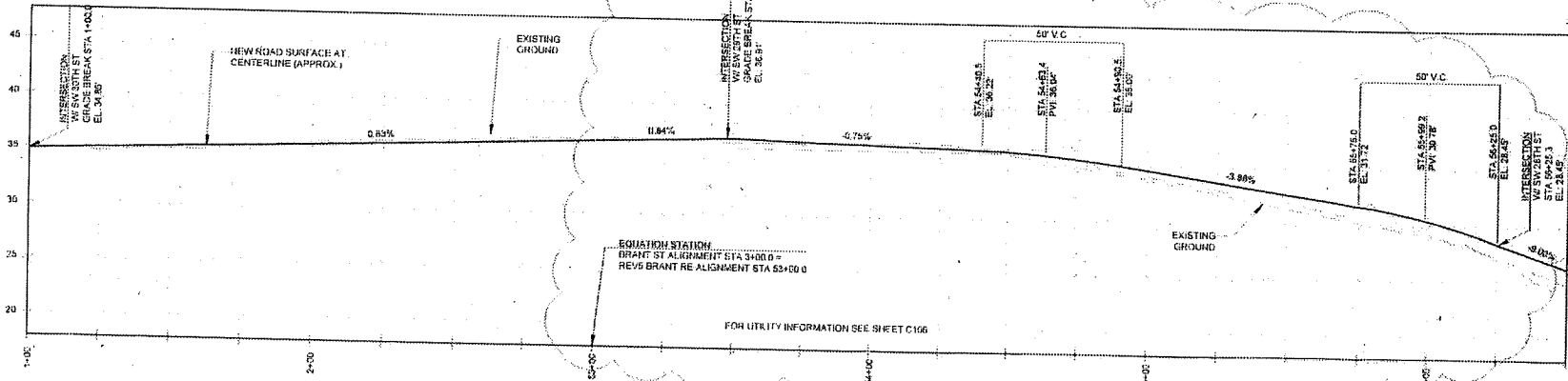
1. CONTRACTOR TO COORDINATE WITH PROPERTY OWNERS FOR REMOVAL & RELOCATION OF EXISTING MAILBOXES, FENCING AND ALL OTHER FEATURES AND EQUIPMENT WITHIN CONSTRUCTION AREA.
2. SAW CUT EDGE PERPENDICULAR TO ROADWAY AT 28TH AND 30TH ST TO PROVIDE CLEAN EDGE AND SMOOTH TRANSITIONS. PROVIDE GRAVEL SURFACING TO MATCH GRADE AT SAW CUT FOR SMOOTH TRANSITIONS.
3. PATCH EXISTING DRIVEWAYS WITH NEW DRIVEWAY APRONS USING LIKE MATERIAL. BACK OF NEW CURB AND NEW SIDEWALK SHALL BE CUT OR FILLED TO EXISTING GRADES WITH MAXIMUM SLOPE OF 3:1.
4. ADJUST EXISTING STORM DRAIN MANHOLE RIMS, SANITARY SEWER MANHOLE RIMS, VALVE CANS & LIDS TO MATCH NEW FINISH GRADES.
5. CONTRACTOR TO INSTALL JUTE MAT AND RESTORATIVE SEED ON ALL CUT OR FILLED SLOPES, PER SPECIFICATIONS.



1
C206

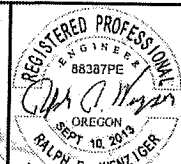
SW BRANT ST GRADING PLAN - STA 1+00 TO STA 6+50
1" = 40'

EXHIBIT A



2
C206

SW BRANT ST PROFILE - STA 1+00 TO STA 6+50
SCALE: HORIZ 1"=40'
VERT 1"=10'



EXPIRATION DATE: 06/30/16



Civil West
Engineering Services, Inc.
609 SW Hulbert Street
Newport, Oregon 97365
541-264-7040
www.civilwest.com

REV.	DATE	DESCRIPTION
1	08/14/13	2. SLOPES AGAINST ELEVATIONS
2	08/14/13	3. SLOPES AGAINST ELEVATIONS
3	08/14/13	4. SLOPES AGAINST ELEVATIONS
4	08/14/13	5. SLOPES AGAINST ELEVATIONS
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99	08/14/13	100. SLOPES AGAINST ELEVATIONS

CITY OF NEWPORT
LINCOLN COUNTY, OREGON

SW ABALONE ST. & 30TH ST.
ROADWAY IMPROVEMENTS

GRADING PLAN & PROFILE - SW BRANT ST
- STA 1+00 TO STA 6+50

G206
January 2016